

This is a combined synopsis/solicitation for commercial services IAW FAR Subpart 12.6. This announcement constitutes the only solicitation.

The government requires Outreach & Admissions and Administrative Services for the State of North Carolina. The Government contemplates award of a firm fixed unit price, type contract resulting from this solicitation. The contract will have a one (1) year base period, with a one (1) year option, and one (2) month option. The government will evaluate technical, past performance and pricing. Technical and past performance, when combined, are approximately equal to cost or price. Discussions may not be held; therefore, offerors should submit proposals with the best and final offer. Submit via email to sourcessought@dol.gov.

The SBA has determined that under NAICS code 541611 WOSB concerns are substantially underrepresented in Federal procurement (<http://www.sba.gov/WOSB>). IAW FAR 19.1505, the government anticipates that there will be two or more WOSB concerns eligible under the WOSB Program that will submit offers, and that the resulting contract award may be made at a fair and reasonable price. Therefore, this acquisition is set-aside to Women-owned Small Business (WOSB) concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns shall be considered nonresponsive and will be rejected. Any award resulting from the solicitation will be made to a WOSB concern. Additionally, the contracting officer may make an award if only one acceptable offer is received from a qualified EDWOSB concern or WOSB concern eligible under the WOSB Program.

The solicitation document and incorporated FAR provisions and clauses are those in effect through Federal Acquisition Circular through 2001-27.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER		PAGE OF 1 75					
2. CONTRACT NO.			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER			5. SOLICITATION NUMBER 1630J3-17-R-00002		6. SOLICITATION ISSUE DATE 04/12/2017			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Hameena Heard			b. TELEPHONE NUMBER 404-302-5329			(No collect calls) 8. OFFER DUE DATE/LOCAL TIME 05/01/2017 1200 ES				
9. ISSUED BY			CODE		ETA/OJC GA OC		10. THIS ACQUISITION IS			<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMAI I BUSINESS PROGRAM NAICS: 541611 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$15.0 <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING				
15. DELIVER TO			CODE					16. ADMINISTERED BY			CODE		
Multiple Destinations								US DEPARTMENT OF LABOR 61 FORSYTH ST., SW ROOM 7M70 ATTN: JOY FRYER-SCOTT ATLANTA GA 30303			ETA/OJC GA OCM P		
17a. CONTRACTOR/ OFFEROR			CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE			
TELEPHONE NO.													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.			20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
			Outreach & Admissions and Career Transition Services for the state of North Carolina Period of Performance: 06/01/2017 to 07/31/2019										
			(Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED				
						Joy V. Fryer-Scott							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 GENERAL**

The U. S. Department of Labor, Job Corps has a requirement for providing Outreach/Admissions and Career Transition Services in the state of North Carolina (NC)

The North American Industry Classification System (NAICS) code for this acquisition is **541611**. The small business size standard is **\$15M**.

The contractor shall provide **Outreach and Admissions (OA)** services in the state of North Carolina and shall ensure the arrival of a minimum of 1,123 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students.

Annual Arrival Goals					
Center	Male Resident	Male Non Resident	Female Resident	Female Non Resident	TOTALS
Kittrell JCC	198	37	198	37	470
LBJ JCCCC	188	0	47	0	235
Schenck CCC	173	0	66	0	239
Oconaluftee CCC	134	0	45	0	179
TOTALS	693	37	356	37	1,123

Legend: Job Corps Center (JCC), Job Corps Civilian Conservation Center (JCCCC), Lyndon B. Johnson (LBJ)

The contractor shall provide **Post-Center Career Transition Services (CTS)** annually for a minimum of 846 youth.

Annual Career Transition Services Goals			
Center	Graduates	Former Enrollees	TOTALS
Kittrell JCCCC	245	105	350
LBJ JCCCC	125	54	179
Oconaluftee JCCCC	95	41	136
Schenck JCCCC	127	54	181
TOTALS	592	254	846

All operations, services and deliverables under these items shall be provided as specified in Sections C and F of this document.

B.2 FIRM FIXED PRICE CONTRACT TYPE

This is a Firm Fixed-Price Contract as described at FAR Subpart 16.202-1.

B.3 PRICING SCHEDULE

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Base Period: 06/01/2017 – 05/31/2018 NC OA CTS						
0001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
0002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
0003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
0004	Career Transition Services Placement/Graduates (40% of total price) six month price Type: FFP	1	EA			
0005	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP	1	EA			
0006	Career Transition Services/Former Enrollee (40% of total price) Six month price	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option I: 06/01/2018 – 05/31/2019 NC OA CTS						
1001	Outreach and Admissions Initial Arrival (60% of total price) Type: FFP	1	EA			
1002	Outreach and Admissions Arrival 90 Days (40% of total price) Type: FFP	1	EA			
1003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
1004	Career Transition Services Placement/Graduates (40% of total price) six month price	1	EA			
1005	Career Transition Services/Former Enrollee (60% of total price) Initial Placement Type: FFP	1	EA			
1006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 2: 06/01/2019 – 07/31/2019 NC OA CTS						
2001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
2002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
2003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
2004	Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP	1	EA			
2005	Career Transition Services Initial placement/Former Enrollee (60% of total price) Type: FFP	1	EA			
2006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
3001	Transition In	14	Days			
Period of Performance: TBD						
3002	Transition Out	30	Days			

All CLINS will be firm fixed unit prices (FFP).

The amount to be reimbursed to the contractor for purchased Government Furnished Property (as defined in the Job Corps Policy and Requirements Handbook (PRH) Appendix 505, 505a, 505b, and ETA Property Management Handbook, Issue 359, including revisions and amendments thereto), is/will be provided in the pricing schedule.

In accordance with section G of the solicitation liquidated damages will be assessed on FFP for each of the scenarios stated.

When providing pricing for CLINs 0001, 0002, 0003 and 0004, (and their corresponding CLINS in subsequent option periods), the contractor shall use 60% of the price for each arrival and each placement for the initial arrival and placement and 40% after the completion of the first 90 days after arrival and six month post placement.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Job Corps provides comprehensive career development services to students including academic, career technical, career success and independent living skills, career readiness training, and support services. The unique combination of services provided in Job Corps is intended to prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions and Post-Center Career Transition Services program as set forth in Workforce Innovation and Opportunity Act (WIOA) of 2014, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The basic purpose of the Post-Center Career Transition Services System is to provide the necessary assistance and support to ensure that eligible students leaving the Job Corps program are placed into a job, the military, or additional training, and that program graduates receive the support necessary to retain employment long-term.

The general scope of work includes the participation of the contractor in Demonstration projects initiated by the U. S. Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Governing Regulations, Handbooks

The Workforce Investment Act, Title I, Subtitle C, is the Job Corps Program's authorizing legislation and is hereby incorporated into this RFP and the resultant contract by reference.

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program operation and reporting requirements in one document and is hereby incorporated into this RFP and the resultant contract by reference. If for any reason any provision of this RFP is in direct conflict and inconsistent with a provision of the PRH incorporated herein, then (the RFP or resulting contract) shall be controlling and take precedence over the conflicting provision. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 686. The Contractor shall follow the PRH, the Regulations, and all

other requirements established in this contract. The PRH is routinely updated and amended and the Contractor shall be responsible for complying with all updates and amendments. The PRH is available at: http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx

C.2 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform Outreach and Admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers and state and local workforce development systems.

The contractor's performance shall be measured against the goals established by the National Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall provide Outreach and Admissions services in the state of North Carolina and shall ensure the arrival of a minimum of 1,123 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students as noted in the chart below.

Annual Arrival Goals					
Center	Male Resident	Male Non Resident	Female Resident	Female Non Resident	TOTALS
Kittrell JCC	198	37	198	37	470
LBJ JCCCC	188	0	47	0	235
Schenck CCC	173	0	66	0	239
Oconaluftee CCC	134	0	45	0	179
TOTALS	693	37	356	37	1,123

Legend: Job Corps Center (JCC), Job Corps Civilian Conservation Center (JCCCC), Lyndon B. Johnson (LBJ)

Additionally, Youth screened for the Job Corps Centers listed above shall come from the geographic areas and counties served by the following Local Workforce Development Boards (LWDB).

The Contractor's performance shall be measured against the goals established by the Employment and Training Administration, Office of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F.5.

- a. Outreach: The Contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at risk youth. The Contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.

- b. Eligibility Determination and Screening Factors: The Contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH 1.2 and Exhibit 1-1.
- c. Information to Applicants: The Contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
- d. Applicant Assignments: The Contractor shall provide a regular flow of applicants for assignment to centers in accordance with regional procedures and PRH 1.5.
- e. Readmission: The Contractor shall assess and verify that applicants for readmission meet criteria found in PRH 1.6.
- f. Enrollment Readiness: The Contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirements.

B. Career Transition Services

Post-Center Career Transition Services is applicable to this contract.

The Contractor shall provide or arrange for post-center career transition services for all eligible students returning to the state of North Carolina.

For purposes of this procurement, the Contractor should anticipate an annual inflow of students for provision of career transition services in the numbers shown below.

- **592 – Graduates**
- **254 – Former Enrollees**

Annual Career Transition Services Goals			
Center	Graduates	Former Enrollees	TOTALS
Kittrell JCCCC	245	105	350
LBJ JCCCC	125	54	179
Oconaluftee JCCCC	95	41	136
Schenck JCCCC	127	54	181
TOTALS	592	254	846

The Contractor's performance shall be measured against the goals established by the United States Department of Labor, Employment & Training Administration, Office of Job Corps each year in the Career Transition Services Outcome Measurement System.

The Contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:

- Providing personalized career transition services.
- Providing access to services that support successful transition.
- Identifying and making referral to suitable employment or educational opportunities.

The final objectives of this effort shall be quality placement, continued attachment to the workforce, and career progression.

At a minimum, the program shall consist of:

- a. Career Transition Plan: The Contractor shall develop a comprehensive Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH 4.1.
- b. Eligibility for Services: The Contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by PRH 4.2.
- c. Career Transition Services for Graduates: The Contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the CTS service period to ensure the graduate remains connected to the labor market following separation. The Contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.
- d. Career Transition Services for Former Enrollees: The Contractor shall maintain contact with eligible, separated former enrollees during the service period until initial placement, to identify job leads and provide referrals, as specified in PRH 4.4.
- e. Documentation, Reporting, and Verification Process: The Contractor shall establish a uniform system for documenting, verifying, and reporting Career Transition Services, using the criteria in PRH 4.5.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

A. Initial Inspection and Acceptance of Admission Arrivals

On the first day of the month, the contractor shall furnish, to the COR, a list of student arrivals made during the prior month. The list shall contain (1) the student's name, (2) student identification number, (3) the center where the student arrived and (4) the date of arrival. The list shall be identified with the following title: "Arrivals List for Initial Acceptance No. 1" and the list number shall be submitted in sequential numbers.

Upon receipt of the Arrivals List for Initial Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of valid arrivals.

B. Final Inspection and Acceptance of Admission Arrivals

90 days after acceptance of an Arrival List for Initial Acceptance, the contractor shall furnish, to the COR, an Arrival List for Final Acceptance. The list shall contain those students who were accepted as arrivals in the initial list and have stayed at the Job Corps Center for a period of at least 90 days. The list shall contain (1) the student's name, (2) student identification number, (3) the center where the student arrived and (4) the date of arrival. The list shall be identified with the following title: "Arrivals List for Final Acceptance No. 1" and the list number shall be submitted in sequential numbers, matching the number of the corresponding initial acceptance list.

Upon receipt of the Arrivals List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

C. Initial Inspection and Acceptance of the Career Transition Placements

On the first day of the month, the contractor shall furnish, to the COR, documentation of career transition placements made for the month. The contractor's documentation shall be in accordance with criteria in PRH, 4.5.

The COR shall have five business days to review the documentation and determine initial acceptance of a valid career transition placement.

D. Final Inspection and Acceptance of the Career Transition Placements

On a quarterly basis the contractor shall furnish, to the COR, a Career Transition Placements List for Final Acceptance. The list shall contain those students who were initially accepted as valid career transition placements and have stayed at the placement for a period of at least six months, as defined in the criteria contained in PRH 4.5. The list shall contain (1) the student's name, (2) student identification number, and (3) the placement and (4) the date of placement.

Upon receipt of the Career Transition Placements List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine final acceptance of a valid career transition placement.

E.3 INSPECTION AND EVALUATION

All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the Contracting Officer's Representative (COR) at the contractor's offices, the Job Corps center, or the U.S. Department of Labor, Employment & Training Administration, as applicable.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 TYPE OF CONTRACT

This is a Firm Fixed-Unit Price Contract as described at Subpart 16.202-1 of the Federal Acquisition Regulations.

F.3 PERIOD OF PERFORMANCE

The contract period of performance is for a base period of one year, with four, one-year option periods. The contractor shall provide Outreach/Admissions and Career Transition Services during the base period of **06/01/17 to 05/31/2018**, and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA/CTS contract within the month of **May 2017**.

F.4 DELIVERABLES

The Contractor shall deliver all program and reporting requirements as defined in the Program Requirements Handbook. In addition to those deliverables required in the PRH, the Contractor shall adhere to the following input schedule:

Annual Arrivals by Month					
Month	Male Resident	Male Non Resident	Female Resident	Female Non Resident	Total
Jan	57	3	30	3	93
Feb	60	3	32	3	98
Mar	60	4	32	4	100
Apr	60	3	32	3	98
May	57	3	30	3	93
Jun	57	3	30	3	93
Jul	57	3	28	3	91
Aug	57	3	28	3	91
Sep	57	3	28	3	91

Annual Arrivals by Month					
Month	Male Resident	Male Non Resident	Female Resident	Female Non Resident	Total
Oct	57	3	28	3	91
Nov	57	3	30	3	93
Dec	57	3	28	3	91
Totals	693	37	356	37	1,123

F.5 PLACE OF PERFORMANCE

Place of performance will be at the contractor's discretion in the state of North Carolina for OA and CTS.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2004)

(a) The Contracting Officer's Representative (COR) for this contract **shall be named in a designation letter**.

(b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does **NOT** have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the Contracting Officer must issue such changes.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES

In addition to those responsibilities named in DOLAR 2952.201-70, Contracting Officer's Representative (May 2014), the Contracting Officer's Representative is responsible for the duties listed below. Please note that this is not a comprehensive list.

1. Recommend contract modifications to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
2. Review and coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
3. Review and approve required plans, e.g., Career Development Service Systems (CDSS) Plan, Career Technical Skills Training (CTST) Plan, etc.

G.3 FUNDING AND FINANCIAL ADMINISTRATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <http://www.opm.gov/>). Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level I rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

A. Payment:

1. Payment Upon Initial Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Initial Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of valid arrivals.

Payment shall be made in the amount of **60%** of the total unit price of the arrival upon the initial acceptance of a valid arrival. Once the COR has completed initial acceptance of an arrival, the

contractor can submit an invoice that includes request for payment of the initially accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

2. Final Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **40%** of the total unit price of the arrival upon the final acceptance of a valid arrival. Once the COR has completed final acceptance of an arrival, the contractor can submit an invoice that includes request for payment of the finally accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

3. Initial Inspection and Acceptance of the Career Transition Placements

The COR shall have five business days to review the documentation and determine initial acceptance of valid career transition placement.

Payment shall be made in the amount of **60%** of the total unit price of the arrival upon the initial acceptance of a valid career transition placement. Once the COR has completed initial acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the initially accepted career transition placement. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

4. Final Inspection and Acceptance of the Career Transition Placements

Upon receipt of the Career Transition Placements List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **40%** of the total unit price of the arrival upon the final acceptance of a valid career transition placement. Once the COR has completed final acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the finally accepted career transition placement. The invoice shall specify the student's name and student identification number to enable the COR sufficient information to validate payment.

B. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and
3. The recovery of overpayments.

C. Invoice Requirements

1. The contractor shall submit the original and one copy of the invoice claiming reimbursement for costs incurred directly to the COR for certification and forwarding to the cognizant payment office.

Invoices shall be submitted not more frequently than twice a month and costs invoiced shall be based on guidance provided in Appendix 502 and 503 of the PRH. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number;
 - d. Service performance period (to and from dates);
 - e. Operations and/or CRA amounts requesting reimbursement during the service period; and
 - f. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
2. Contractors shall have available at all times and when requested, shall provide CORs with supporting documentation sufficient to substantiate costs incurred.
3. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
4. Standard Form 1034 shall be used for invoicing purposes and may be obtained at www.gsa.gov. Each invoice shall be numbered consecutively and shall include costs, G&A, fixed and incentive fees (if any) incurred for the period; along with an accompanying worksheet as backup for monthly and cumulative total costs, G&A and total cumulative fees incurred.
5. For the purpose of this contract, the COR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, except that the final invoice shall be forwarded to the Contracting Officer. The right to formally determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.
6. **Billing for Outreach Admissions and Career Transition:** Cite the formula or method of computation for each type of cost under this line item.
 - a. **Total Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period.
 - b. **90 Day Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period.
 - c. **Graduate Placement Report:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period.
 - d. **Former Enrollees:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period.
 - e. **6-Month Survey (Final Graduate):** Include the Post Placement Survey Report from the CTS system that has been reconciled with the invoice for the billing period. **Operators that would like to receive credit for graduates who are employed during the six-month survey window, but did not take the six-month survey, may receive credit with the submission of the ETA form 678 with the Placement Verification Requirements as stated in the PRH Exhibit 4.2.*

The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim payment requests.

G.4 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G.5 LIQUIDATED DAMAGES FOR INELIGIBLE ENROLLMENT

The contractor agrees to comply with the current requirements for eligible enrollments. If the contractor bills the Government for an admission or a placement and the admission or placement is later found to be invalid or fraudulent, the contractor is liable to the Government for the full, firm fixed unit price of the admission or placement. In addition, the contractor may be held financially responsible for any peripheral costs associated with placements and/or admissions found to be invalid. Peripheral costs include the cost to the Government for each day a student is improperly enrolled in the program (counted in the reported on-board strength). The contractor agrees further that the refundable cost to the Government for each day a student was improperly present in the program (counted in the reported on-board strength), is \$750.

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

G.6 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

G.7 FAILURE TO COMPLY WITH CONTRACT TERMS

The contractor shall be held liable for failure to comply with the terms of the contract, including any fraudulent activity resulting from the actions of the contractor or contract staff in accordance with the following clauses, incorporated by reference:

52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
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52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity
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G.8 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (52.232-33) (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that

the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: www.gsa.gov.

H.6 WAGE COMPARABILITY

The Contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); and (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general, compensation should be limited to an amount that does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is

being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor. Employees of the prime contractor who perform Outreach and Admissions and/or Career Transition Services are also exempt from the Service Contract Act.
- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include FAR clause 52.222-41, in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The U.S. Department of Labor is responsible for obtaining prevailing wage rates for service-type subcontracts and shall make applicable wage rates a part of this contract.

H.8 COLLECTIVE BARGAINING AGREEMENTS

Prime and/or subcontractors shall provide the contracting officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

H.9 WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 POLITICAL ACTIVITY

The contractor agrees that it shall not perform or permit any political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees shall not be assigned to conduct political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patented) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patented) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its

employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor.

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
- ✓ Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
- ✓ Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
- ✓ Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
- ✓ Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
 - ✓ Recast into the plural. Most Americans spend 20 years of their lives in the work force.
 - ✓ Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex with a pronoun.
- ✓ The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
- ✓ Use employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:

- ✓ Strive to use racially and sexually balanced designs.
- ✓ Depict both men and women in artwork on general subject matters.
- ✓ Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the Contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts requiring printing/duplicating services as part of the contractor's performance. The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating@ as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all subject data now or hereafter covered by copyright; provided that, with respect to

such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no* has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the

Contracting Officer, or as specified in other provisions of this contract. All materials produced or are required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly or fixed price).
- B. The amount or rate of payment shall be determined on a case-by-case basis taking into account the level and difficulty of the work to be performed, the qualifications of the expert or consultant, the pay rates of comparable individuals performing similar work in Federal or non-Federal sectors, and the availability of qualified candidates.

In no event shall a consultant's allowable rate for any one day exceed the daily equivalent of the highest rate payable under the General Schedule or, if warranted, the highest rate under the Senior Level pay schedule. For consultants hired under the General Schedule, the daily rate is computed by dividing the annual GS-15, step 10, rate (excluding locality pay) by 2087 hours to find the hourly rate of pay and multiplying the hourly rate of pay by 8 hours. Current General Schedule pay rates may be found on the Office of Personnel Management website at <http://www.opm.gov/oca/08tables/indexGS.asp>. The same method shall be used to determine the daily rate for consultants hired under the Senior Level pay schedule. The current Senior Level pay schedule may be found at: <http://www.opm.gov/oca/08tables/indexSES.asp>.

The daily rate is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

- C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

H. 22 CLOSE-OUT PACKAGE

The Contractor has an obligation to initiate the closeout process with the Government. Within ninety (90) calendar days of contract expiration, the Contractor shall provide to the Contracting Officer the following documents:

- The forms necessary for contract closeout. These forms will require a cost breakdown of revenue and expenditures under the contract, release for accountable property, final indirect cost rate agreements, and other information peculiar to the contract.
- A draft final invoice for final expenses billable to the contract, or
- A check to the Government for overpayments. The document should identify the contract number, and year from the contract for which the funds are being returned.

In accordance with Job Corps' Regional Office Closeout Procedures and 29 CFR 95.71, Closeout Procedures, the contractor shall submit an invoice marked "Final" no later than 90 calendar days after contract expiration. A closeout notification letter, document, and instructions will be provided by the Government upon request.

H.23 ANNUAL CLOSEOUT OF CONTRACT COSTS

N/A –FFP Contract

H. 24 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 37.20(a) (1) is incorporated by reference into this contract. The assurance provides that the contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the statutes listed above. This assurance applies to the contractor's operation of, or provision of services to, a Job Corps Center, program or activity, and to all subcontracts entered into by the contractor to carry out the Job Corps program or activity, or its operation of the Center. The contractor understands that the United States has the right to seek judicial enforcement of this assurance.

H.25 PRINTING AND DUPLICATING

This clause is applicable to all contracts that require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform. If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy, and preparation of related illustrative material.

The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract

will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

H.26 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer and the Job Corps Regional Director reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

- 1) Project Director
- 2) Outreach & Admissions Manager
- 3) Career Transition Services Manager

H.27 OMB CLEARANCE OF RECORD COLLECTIONS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.28 IDENTIFICATION OF SUBCONTRACTING OPPORTUNITIES

Each solicitation issued under this contract shall include language that clearly indicates that it is a subcontracting opportunity with the contractor. This is intended to ensure that potential bidders understand that solicitations issued in support of this contract are subcontracting opportunities with the contractor rather than prime contracting opportunities with the Department of Labor. For those solicitations posted through the Government Point of Entry, Federal Business Opportunities (FBO.gov), the contractor shall include the following statement: **“THIS IS A SUBCONTRACTING OPPORTUNITY”**. In addition, the signature block for the posting shall identify the name of the purchasing agent, the name of the contractor and the name of the Job Corps center.

H.29 LIMITS ON COMPENSATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level 1 rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

H.30 CONFLICT OF INTEREST CERTIFICATIONS

Within 90 days of contract award, the Contractor shall present to the Contracting Officer's Representative for review and approval, a narrative detailing what efforts the Contractor will make to develop, retain, and reward staff. The Contractor shall include the specific incentives will be provided and how these may be earned. In addition, the Contractor shall include what specific positions will be eligible for an incentive payment, the total amount of the potential incentive, the timetable for such payment, and whether or not such payments will be charged to this contract. Incentives that are charged to the contract shall not be paid without prior approval of the Contracting Officer's Representative. The prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subContractor for the first-tier subContractor's preceding completed fiscal year at <http://www.fsrs.gov>, if:

- i. In the subContractor's preceding fiscal year, the subContractor received
 - a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - b. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 - a. The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
 - b. The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
 - c. (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subContractor awards. (2) If a subContractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subContractor.
 - d. The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the Contractor should notify the contracting officer. If the SAM database information is incorrect, the Contractor is responsible for correcting this information.

H.31 DOL 2014-04 – LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) – (JULY 2014)

(a) Contract line item(s) (\$ to be determined at the exercise of each option) through (\$ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of (\$ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ _____ *

(month) (day), (year) \$ _____ *

(month) (day), (year) \$ _____ *

(month) (day), (year) \$ _____ *

* To be inserted after negotiation.

SECTION I. CONTRACT CLAUSES AND PROVISIONS

I.1 INCORPORATED BY REFERENCE

FAR 52.252-1--SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

FAR 52.212-1 Instructions to Offerors -- Commercial Items (Jan 2017)

FAR 52.219-1 Small Business Program Representations (Oct 2014)

FAR 52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)

FAR 52.237-10 Identification of Uncompensated Overtime (Mar 2015)

FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (Jan 2017)

FAR 52.217-8 Option to Extend Services (NOV 1999) 6 months; 30 days

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (a) 30 days; 60 days; (c) 5 years

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

FAR 52.223-6 Drug-Free Workplace (MAY 2001)

FAR 52.223-10 Waste Reduction Program (MAY 2011)

FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)

12. INCORPORATED BY FULL TEXT

PROVISIONS:

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the services offered to meet the Government requirement;
- (ii) price;
- (iii) past performance (see FAR 15.304);

Technical and past performance, when combined, is approximately equal to cost or price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items (Jan 2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

- (1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (vi) The Family and Medical Leave Act; and
- (vii) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (6) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions

of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling

the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary

Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____
(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____
(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless

and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____ (or mark "Unknown").

Predecessor legal name: _____.
(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25,

2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

CLAUSE:**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (10) [Reserved]

 (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 (ii) Alternate I (Nov 2011) of 52.219-3.

 (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (ii) Alternate I (Jan 2011) of 52.219-4.

 (13) [Reserved]

 X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

 (ii) Alternate I (Nov 2011).

 (iii) Alternate II (Nov 2011).

 (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

 (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

 (ii) Alternate I (Nov 2016) of 52.219-9.

 (iii) Alternate II (Nov 2016) of 52.219-9.

 (iv) Alternate III (Nov 2016) of 52.219-9.

 (v) Alternate IV (Nov 2016) of 52.219-9.

 X (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

 X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

 (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

 (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

 X (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

 X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

 X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

 X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

 X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

 X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

 X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

 X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

 (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

 X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

 (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

X (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

X (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

 (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

 X (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

 (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

 (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

 X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

 (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25,

2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.252-3 ALTERATIONS IN SOLICITATION (Apr-1984)

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

FAR 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows:

_____ (enter any alterations) _____

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J. LIST OF ATTACHMENTS**

NUMBER	TITLE
The following attachments are included in full text in the RFP	
J-1	Pricing Schedule
J-2	Statement of Financial Capability (ETA 8554)
J-3	Staffing Chart
J-4	Technical Factors for Evaluation
The following applicable documents are available at the websites listed below:	
J-6	<p>Performance Report Cards available at: http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx</p> <ul style="list-style-type: none"> • OA OMS 10 – Outreach/Admissions Report Card (if applicable) • CTS OMS 10 – Career Transition Services Report Card (if applicable) <p>The following reports are available upon request:</p> <ul style="list-style-type: none"> • MPS35 – Monthly Center Summary Report • MSO 20 – Educational Attainment Report • CTRRC – Career Technical Training Report Card
J-7	<p>Service Contract Act Wage Determinations</p> <p>Applicable wage determinations are available on the DOL Wage and Hour website http://www.wdol.gov.</p>

ATTACHMENT J-1 (page 1 of 3)

PRICING SCHEDULE

All CLINS will be firm fixed unit prices (FFP)

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Base Period: 06/01/2017 – 05/31/2018 NC OA CTS						
0001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
0002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
0003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
0004	Career Transition Services Placement/Graduates (40% of total price) six month price Type: FFP	1	EA			
0005	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP	1	EA			
0006	Career Transition Services/Former Enrollee (40% of total price) Six month price	1	EA			

ATTACHMENT J-1 (page 2 of 3)

All CLINS will be firm fixed unit prices (FFP).

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option I: 06/01/2018 – 05/31/2019 NC OA CTS						
1001	Outreach and Admissions Initial Arrival (60% of total price) Type: FFP	1	EA			
1002	Outreach and Admissions Arrival 90 Days (40% of total price) Type: FFP	1	EA			
1003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
1004	Career Transition Services Placement/Graduates (40% of total price) six month price	1	EA			
1005	Career Transition Services/Former Enrollee (60% of total price) Initial Placement Type: FFP	1	EA			
1006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

ATTACHMENT J-1 (page 3 of 3)

All CLINS will be firm fixed unit prices (FFP)

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 2: 06/01/2019 – 07/31/2019 NC OA CTS						
2001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
2002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
2003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
2004	Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP	1	EA			
2005	Career Transition Services Initial placement/Former Enrollee (60% of total price) Type: FFP	1	EA			
2006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
3001	Transition In	14	Days			
Period of Performance: TBD						
3002	Transition Out	30	Days			

ATTACHMENT J-2 (page 1 of 2)

U.S. DEPARTMENT OF LABOR * Employment and Training <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 300px;"> STATEMENT OF FINANCIAL CAPABILITY </div> <div style="text-align: center; margin: 20px 0;">=</div>		Attachment C <div style="border: 1px solid black; padding: 2px;">RFP NO.</div>				
<i>(Insert the Name and Complete Mailing Address of Offeror)</i>						
A. DATE LAST BALANCE WAS PREPARED <input type="checkbox"/> <input type="checkbox"/> PERIOD COVERED <i>(Month, Day, Year)</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">From</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">To</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </table>	From	To			B. FINANCIAL CONDITION <i>(As of Date)</i> _____ 19____ (1) Cash\$ _____ (2) Current Assets\$ _____ (3) Current Liabilities\$ _____ (4) Net Worth\$ _____	
From	To					
C. DATE FISCAL YEAR ENDS <i>(Month, Day, Year)</i> <input type="checkbox"/>						
D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT ("X" appropriate box(es))						
(1) Own Resources (2) Bank credit <i>If "YES" complete</i> <input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		a. Name of Bank(s): b. Amount \$ _____				
(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No						
E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:-						
(1) Estimated Amount of Advance Payment \$ _____ for _____ months.		(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i>				
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH		
(a)	(b)	(c)	(d)	(e)		

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F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.
(If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO. (1)	CONTRACT NO. (2)	AMOUNT OF CONTRACT (3)	PERIOD OF CONTRACT (4)

G. IF OVERHEAD/INDIRECT COSTS ARE INCLUDED IN YOUR COST PROPOSAL, THE FOLLOWING DATA WILL BE FURNISHED.

(1) Name and Address(es) of Cognizant Government		(2) Name and Address of Government Auditor	
		Telephone Area Code No. <input type="checkbox"/> <input type="checkbox"/> ()	
(3) Date Last Rate was Computed and Negotiated _____		(Month, Day, Year) _____ <input type="checkbox"/>	
(4) If no government audit agency computed and authorized the rate claimed. Complete "a", "b", and "c" below.			
(a) How it is computed?		(b) Who?	
		(c) Date (<i>Mo., Day, Yr.</i>)	

ATTACH COMPUTATION DATA USED.

COMMENTS

CERTIFICATION: *I CERTIFY that to the best of my knowledge and belief the information contained herein is TRUE and CORRECT.*

SIGNATURE	TYPED NAME AND TITLE	DATE (<i>Mo., Day, Yr.</i>)
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ATTACHMENT J-3 (page 1 of 1)

STAFFING CHART

OUTREACH, ADMISSIONS & CAREER TRANSITION SERVICES	NUMBER	REMARKS
OA & CTS Project Director		
Outreach & Admissions Manager		
Admissions Counselor		
Outreach & Admissions Clerk		
Career Transition Services Manager		
Career Transition Services Specialist		
Career Transition Services Clerk		
Total OA & CTS Personnel		

ATTACHMENT J-4 (page 1 of 1)**TECHNICAL FACTORS FOR EVALUATION:**Technical Approach

In the Technical Approach section, Offeror shall provide innovative responses to the following:

1. Outreach (PRH Chapter 1)
 - a. Identify systems and procedures that will be implemented to ensure the achievement of arrival goals, for both residential and non-residential students.
 - b. What systems will be used to ensure quality control at all major points during the admission process?
2. Admissions (PRH Chapter 1)
 - a. How will resources be organized and deployed to ensure effective coverage of the geographic area covered by the contract and to ensure the achievement of arrival goals?
 - b. Include the areas where you propose to have OA staff, the number of FTEs in each area and the number of arrivals planned from each area.
3. Career Transition (PRH Chapter 4)
 - a. How will resources be organized and deployed to ensure effective coverage of the geographic area covered by the contract?
 - b. How will on-going support services be coordinated and provided to meet graduates' transitional support and job retention needs?

The offeror(s) who fail to comply with these areas may not be eligible for award. Technical and past performance, when combined, is approximately equal to cost or price.